NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE W/ OPTION

0.252 ACRES OF LAND, MORE OR LESS, BEING LOTS Block 20

PAID UP OIL AND GAS LEASE

___, OUT OF THE Hurst Hills Addition

METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 368-34 PAGE 39 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS. In the county of TARRANT, State of TEXAS, containing 2550-3 gross acres, more or iess (including any interests therein which Lessor may hereafter acquire by reversion, rescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon associations therewise (including geophylacidesiesimic operations). The term 'mar's a used herein index helium, carbon dioxid and other carbon to the above-described leased premises, this lease also covers accretions and up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips or parcies of ind now or hereafter owned by Lessor which as a "mailed up small strips" or mailed the purpose of determining the amount of any shut-in royalizes hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. 2. This lessor which is a "mailed up the parcies of the small period by Lessor to Lessor as follows: (a) For oil and other legislations are produced in paying quantities from the lessed premises or from tinds pooled therewith to its lesses is classes a separator classifies, the royalty shall be a "Lessor shall be a "lessor shall have the continuing right to purchase such produced in the same produced that it is a second produced t	AN ADDITION TO THE CITY OF HUEST BEING MORE PARTICULARLY DESCRIBED BY
in the county of TARRANT, State of TEXAS, containing \$\sigma \text{containing}\$ gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, preactipition or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon authorizes produced in association therewith (including peophysical/seismic operations). The term "gas" as used herein includes felluling and other includes representations and other includes representations and other includes representations and other includes representations and other includes are produced and other includes representations and includes representations and including an	
in the county of TARRANT, State of TEXAS, containing Sasta gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revention, preactipion or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon commended gases, as well as hydrocarbon are configured to a developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon commended gases, as well as hydrocarbon are configured to a discount of the commended gases, as well as hydrocarbon are configured to a discount of the commended gases, as well as hydrocarbon are completed on a commended gases, as well as hydrocarbon are completed on a commended gases of the commended gassorting of the gase of gases of the commended gases of the comme	RECORDS OF TARRANT COUNTY TEXAS
reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and makesting of and dask along with with process that and substances produced in association threating including geophysicalestanic operations). The term 'gray's as used herein includes helium, cannot disorde and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels for an own of hereins the continuous or adjacent to the above-described leased premises, and in continuous and any small strips or parcels and now or hereinstered over the purpose of celebrating in the amount of any shuth-troyates between of gross acress above specified shall be deemed correct, whether actually more or less. 2. This lease, which is a 'paid-up' lease requiring no rentals, shall be in force for a primary term of	THE OTHER OF THE OTHER TENTS.
recessor, precupingly on unterwest, not me purpose of exploying, producing and marketing of and gas, stong with all hydrocarbon and non hydrocarbon commercial gases, as well as hydrocarbon in including pophysical explosions. The term "gas" as used here to the control disorder and other commercial gases, as well as hydrocarbon in the control disorder and other commercial gases, as well as hydrocarbon with the control disorder and other control and now or hereafter owned by Lessor which are configuous or adjacent to the above-described isseed to be a second activation of the land so control and now or hereafter owned by Lessor which is a control and the production of the land so exceute at Lessor serves even exceute at Lessor serve and officers and the second and the second control and the second control and the second an	in the county of TARRANT, State of TEXAS, containing C-252 gross acres more or less (including any interests therein which Lessor may be reafter acquire by
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of elementary the amount of any shuf-in royalites hereunder, the number of gross a receive shove specified shall be deemed ort, whether actually more or less. 2. This lesse, which is a "paid-up" lesse requiring no rentals, shall be in force for a primary term of the purpose of the shall not be more of any or the shall not be more orthogoned or the same shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be a specific orthogoned or the shall not be shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be a "Least-y-Fill" lessee; "I will be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be "Least-y-Fill" lessee; "I will be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be "Least-y-Fill" lessee; "I will be shall have the continuing right to purchase such production at the well-thead market price then prevailing in the same field, the shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production and the shall have the continuing right to purchase such production and the shall have the continuing right to p	commercial gases, as well as hydrocalpon gases. In addition to the above-described leased premises, this lease also covers accretions and any small string or narrele of
2. This lease, which is a "paid-up" lease repulsing no realities, shall but force for a primary term of hereby are produced in paying quantities from the leased premises or from lands pooled threewith or this lease is otherwise maintained in effect pursuant to the provisional of the paying quantities from the leased premises or from lands pooled threewith or this lease is otherwise maintained in effect pursuant to the provisional of the produced in paying quantities from the leased premises or from lands pooled threewith or this lease is otherwise maintained in effect pursuant to the provisional of the produced and saved hereunder shall be paid by Lessee to Leason as follows: (a) For oil and other liquid hydrocarbons are produced and the wellhead market price the provising in the same field (or if there is no such price them prevailing in the same field (or if there is no such price them prevailing in the same field (or if there is no such price them prevailing in the same field (or if there is no such price them prevailing in the same field (or if there is no such price them he sale thereof, less a proportionate part of and valored traves and production, severance, or other exists taxes and the coats incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessees shall have the continuing right to purchase such production at the prevailing price paid for production of similar quality in the same field, of if there is no such price there are prevailing price purchase such production at the prevailing well proposed of production of similar quality in the same field (or if there is no such price them prevailing in the same field (or if there is no such price them prevailing price) price part of an valored traves and the coats incurred by Lessee, such used as such production as a prevailing price purchase such production and the provided prevailing price part of the production as a prevailing price part of the production and production. Lessee is a prevailed	leason reference owned by Lesson which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, lesson arguest no request any additional or supplemental instruments for the above-described leased premises, and, in consideration of the aforementioned cash bonus, lesson arguest any additional or supplemental instruments for the above-described leased premises, and, in consideration of the aforementioned cash bonus,
2. This lease, which is a 'paid-up' lease requiring no rentals, shall be in force for a primary term of Three Years. 3 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or the sease of the substances produced and saved hereurger shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated all Lessee's separator facilities understances and the wellhead market price then prevailing in the same field, from I have been production at the wellhead market price then prevailing in the same field for if thereportal facilities, production at the wellhead market price then prevailing in the same field for if the production at the wellhead market price then prevailing in the same field for if the production at the wellhead market price then prevailing in the same field for if the production at the wellhead market price then prevailing in the same field for if the production at the wellhead market price then prevailing in the same field for if the production of the same field for it is a such a prevailing price) for production of similar quantities and the production of the same field for it is a such a prevailing price) for production developed the prevailing in the same field with the production of the same or nearest precoding date as the date on which Lessee or many production. See then prevailing in the same field with in in the nearest field prevailing well-well and the prevailing in the same field will be prevailing well-well and the prevailing in the same field will be a production the prevailing in the same field will be a production the prevailing in the same field will be a production the prevailing in the same field will be a production the production the prevailing in the same field will be a production the prevailing the production the prevailing the production the prevailing the production the prevailing the production the prevaili	of determining the amount of any shut-in royalties bereunder the number of gross acres above specified shall be degred esscription of the land so covered. For the purpose
nereor, and for as long thereafter as old or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this issees is otherwise maintained in effect pursuant to the provisions hereor? 3. Royalties on oil, gas and other substances produced and saved hereuriger shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's applicant for cliebles, the royalty shall be grounded to the second the production of the production of the production of the provision of similar grades of the clieble production of similar grades or the classor's credit at the oil purchase's transportation facilities, provided that Lessee shall have the continuing right to purchase such production of similar grades and gravity. (b) for gas (including casing head gas) and at other substances covered hereby, the royalty shall be production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production of the processing results of the processor grade production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production of similar quality in the same field (or if there is a continuing the production of the production of the production of which Lessee commences its purchases hereuringer, and (c) if at the end of the production of the production of eight production of the production of the production of the production of eight production of the p	
nereor, and for as long thereafter as old or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this issees is otherwise maintained in effect pursuant to the provisions hereor? 3. Royalties on oil, gas and other substances produced and saved hereuriger shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's applicant for cliebles, the royalty shall be grounded to the second the production of the production of the production of the provision of similar grades of the clieble production of similar grades or the classor's credit at the oil purchase's transportation facilities, provided that Lessee shall have the continuing right to purchase such production of similar grades and gravity. (b) for gas (including casing head gas) and at other substances covered hereby, the royalty shall be production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production of the processing results of the processor grade production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production of similar quality in the same field (or if there is a continuing the production of the production of the production of which Lessee commences its purchases hereuringer, and (c) if at the end of the production of the production of eight production of the production of the production of the production of eight production of the p	2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of / hree Vears (3) years from the date
3. Royalites on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separator facilities, the royality shall be Tischen	hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased promises or from lands pooled therewith
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Truck in Position of Students and gravity. (b) for gas (including casing lead gas) and all of ther substances covered hereby, the royalty shall be approximately and production, shevarance, or other excise taxes and the costs incurred by Lessee into delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such protection at the prevailing wellness and market price of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest proceeding date as the date on which Lessee commences its purchases hereunder; not of 10 fail the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are either shut-in or production there from is not being sold by Lessee, the lands in the producing oil or gas or other substances covered hereby in paying quantities or such wells are either shut-in or production there from is not being sold by Lessee, the lesses shall pay shut-in royally of one dollar par are then covered by this lease, such yell or wells are situation there from is not being sold by Lessee. In the depository designated below, on or before the end of said 00-day period and thereafter or or before each anniversary of the end of said 90-day period rest of the end of the 90-day period rest of the purpose of manufaction there from is not being sold by Lessee from another well or wells are situated to the sold of the end of the 90-day period rest of collowing cassation of such operations or production. Lesses's failure to properly pay shut-in royally shall render Lesses labels for the end of the 90-day period rest of terminate this lease. 4. All shut-in royality payments or tenders to Lessor	production at the wellhead market price then prevailing in the same field for if there is no such price then prevailing in the same field for if there is no such price then prevailing in the same field in which there is
Lesses shall have the continuing right to purchase such production, steep and for production, severance, or other excise taxes and the costs incurred by Lesses in delivering, processing or comparable purchase contracts entered into a such prote then prevailing in the same field, then in the nearest field in which there is such a prevailing on the production of similar quality in the same field for if there is no such prote then prevailing in the same field, then in the nearest field in which there is such a prevailing operation on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the principle continuing the same field, then in the nearest field in which there is such a prevailing operation of the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the principle of the production of the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the principle on the same provided that prevent the production there from is not being sold by Lessee, such well or wells are shall nevertheless be deemed to be producting in paying quantities or the purpose of maintaining this lease. If for a period Consecutive days such well or wells are shall nevertheless be deemed to be producting in paying quantities for the purpose of maintaining this lease. If for a period Consecutive days such well or wells are shall nevertheless be deemed to be producting in paying quantities for the purpose of maintaining this lease. If for a period Consecutive days such well or wells are shall nevertheless be deemed to be production there from is not being sold by Lessee from another well or wells are the lease of said 90-day period and thereafter an investment of the same shall be paying the production of the same production there from is not being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, and in	such a prevailing price) for production of similar grade and gravity. (b) for gas (including casing head gas) and all other substances covered bereby the royalty shall be
production, skevarance, or other excise taxes and the costs incurred by Lessee in the elivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such protection at the prevailing wellness and market price of similar quality in the same field (in the new feel), then in the nearest fried in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; not (i) of at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are either shull-no production there from is not being sold by Lessee, the lessee such well or wells are either shull-no production there from is not being sold by Lessee, the Lessee shall pay shut-in royally of one dollar par are then covered by this lease, such yell or wells are shull-no production there from is not being sold by Lessee. In the end of its 30-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee from another yell or wells on the leased premises or lands pooled therewith, no shut-in royally shall be due until the end of the 90-day period rest terminate this lease. 4. All shut-in royally payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in _at: Lessor's address above_or it is successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said fand. All payments or tenders may be made in currency, or by cleck or by draft and such payments or tenders to Lessor or to the depository by deposition in the US shall in a stamped envelope addressed to the depository or to the Lessor or lands pooled	Twenty - Fire Percent (25) 1% of the proceeds realized by Lessee from the sale thereof less a proportionate part of advalorem taxes and
resident processes and have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing pince) pursuant to comparable purchase contracts entered into on the same or nearest precoding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either production there from is not being sold by Lessee, such well or wells are shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If fro a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee from the production there from is not being sold by Lessee from another well below, on or before the end of said 90-day period and therefore on or before each anniversary of the end of said 90-day period and therefore on or before each anniversary of the end of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and the said period and the said of said 90-day period and therefore on the fore each anniversary of the end of said 90-day period and the said period the said said said and said period period and the said said said said said said said said	production, severance, or other excise taxes and the costs incurred by Lessee in delivering processing or otherwise marketing such associations and the costs incurred by Lessee in delivering processing or otherwise marketing such associations.
the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waining on hydraulic fracture stimulation, but such well or wells are either shul-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of the soft-day period next following cassation of such operations or production. Lessee's failure to properly pay shut-in royalty shall be due until the end of the 90-day period next following cassation of such operations or production. Lessee's failure to properly pay shut-in royalty shall be due until the end of the 90-day period next following cassation of such operations or production. 4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor's credit in at 1essor's address above or its successors at the last address known to Lessee shall constitute proper payment. If the depository should biquidate by another institution	Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price haid for production of similar quality in the same field for if there is
nore wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shul-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production she is being sold by Lessee from another well or wells are shut-in or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. 4. All shut-in royalty payments under this lesses shall be paid or tendered to Lessor's credit in at Lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addresses of the depository or the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse payments. 5. Except as provide	The such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) nursuant to comparable purchase contracts entered into on
are waiting on hydraulic fractures stimulation, but such well or wells are either shut-in or production from is not being sold by Lessee, such well or wells and inevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, such wells can be therefore the not been do to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee; then Lessee shall pay shut-in in royalty of none dollar per acree then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before each anniversary of the end of said 90-day period and whereafter on or before each anniversary of the end of said 90-day period may have been such as the production there from is not being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next terminate this lease. A. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in _at Lessor's a address above_ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessoe shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution or for any reason fail or refuse by among the provisions of Paragraph 3. above, if Lessee deril	the same of nearest preceding date as the date on which Lessee commences its purchases bereinder, and (c) if at the end of the primary term or any time thereafter one or
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premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production there from, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. 6. Lessee shall have the right but not the obligation to pool all or any part of the lease	5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased
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prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross accreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not explaint the review any

Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises hears to the full mineral estate in

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days

Page 2 of 3

after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferree in proportion to the net acreage interest in this lease then held by each.

9. Lessee may at any time and from time to time deliver to Lesser or file of record a written release of this lease as to a full or undivided interest in all or any portion of the second and the transferree in the record a written release of this lease as to a full or undivided interest in all or any portion of the second and the transferree in proportion to the net acreage interest in all or undivided interest in all or any portion of the second and the transferree in proportion to the net acreage interest in all or undivided interes

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net accessed interest retained hereupoder.

If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-lin royalities shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery. Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment, including well casing, from this lease, whether express or implied, shall be subject to all

there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights may reimburse itself out of may recyclide or solution required required to the party to whom payment is made, and in addition to its other rights.

whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of wars years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

STATE OF TEXAS COUNTY OF TARRANT

This instrument was acknowledged before me on the

ACKNOWLEDGMENT

ANDREW KYLE LUCAS Notary Public, State of Texas Commission Expires August 15, 2012

Notary Public, State of Texas Notary's name (printed): Andrew Lucas Notary's commission expires: 8/15/2012

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF TARRANT

This instrument was acknowledged before me on the

ANDREW KYLE LUCAS Notary Public, State of Texas My Commission Expires August 15, 2012

Notary's name (printed): And rew Luceus Notary's commission expires: 8/15/2012

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES ATTN; ANN VANDENBERG 2100 ROSS AVE STE 1870 LB-9 DALLAS, TX 75201

Submitter:

DALE RESOURCES LLC

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

3

Filed For Registration:

6/28/2010 8:52 AM

Instrument #:

D210154760

LSE

PGS

\$20.00

By: By Winker

D210154760

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK